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19 UNITED STATES DISTRICT COURT
20 CENTRAL DISTRICT OF CALIFORNIA

21 GABRIEL GARCIA,

22 Plaintiff,

23 v.

24 COUNTRYWIDE FINANCIAL
25 CORPORATION and
26 COUNTRYWIDE HOME LOANS,
27 INC.,

28 Defendants.

No. EDCV07-116 VAP (JCR) x

CLASS ACTION

CLASS ACTION COMPLAINT FOR:

1. Violations of the Equal Credit Opportunity Act;
2. Violations of the Fair Housing Act;
3. Violations of the Civil Rights Act, 42 U.S.C. §1981; and
4. Violations of the Civil Rights Act, 42 U.S.C. §1982.

DEMAND FOR JURY TRIAL

FILED
2007 SEP 12 PM 3:29
CLERK OF DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

1 Defendant COUNTRYWIDE, and who have been subjected to racial
2 discrimination.

3 6. Plaintiff seeks injunctive, declaratory, and equitable relief, punitive
4 damages, and other monetary and non-monetary remedies for Defendant
5 COUNTRYWIDE's racially discriminatory conduct.

6 **JURISDICTION AND VENUE**

7 7. This Court has jurisdiction pursuant to 28 U.S.C. § 1331, which gives
8 this Court original jurisdiction over civil actions arising under federal law.

9 8. Venue is proper in this Court pursuant to 28 U.S.C. 1391(b) because a
10 substantial part of the events giving rise to Plaintiff's and the Class's claims
11 occurred in this District. In particular, Plaintiff Garcia resides in this District and
12 Defendant financed Plaintiff's purchase of property located in this District.

13 **PARTIES**

14 9. Plaintiff Gabriel Garcia is a Latino homeowner who resides at 10045
15 Amherst Avenue, Montclair, CA 91763.

16 10. Defendant Countrywide Financial Corporation is a diversified
17 financial services company which provides mortgage banking and loan services
18 through its subsidiary, defendant Countrywide Home Loans, and other companies
19 in the "Countrywide family." Countrywide Financial and its affiliated companies
20 operate throughout the United States, including in California.

21 11. Defendant Countrywide Home Loans, Inc. is a mortgage lender with
22 its principal place of business in Calabasas, California. Mr. Garcia's loan was
23 funded and initially serviced by COUNTRYWIDE's office in Anaheim,
24 California.

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FACTS

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I. HISTORICAL DISCRIMINATION IN AMERICAN MORTGAGE LENDING

12. Racial discrimination in America's mortgage lending industry has a long legacy. As this Complaint attests, that unfortunate history continues to this day due to discriminatory treatment of minority borrowers by mortgage banks such as Defendant COUNTRYWIDE.

13. The Joint Center for Housing Studies at Harvard University conducted a study in 2005 called "The Dual Mortgage Market: The Persistence of Discrimination in Mortgage Lending," which summarizes that history well. It states that "[i]n the immediate post-World War II period, racial discrimination in mortgage lending was easy to spot. From government-sponsored racial covenants in the Federal Housing Administration (FHA) guidelines to the redlining practices of private mortgage lenders and financial institutions, minorities were denied access to home mortgages in ways that severely limited their ability to purchase a home. Today, mortgage lending discrimination is more subtle. . . . [M]ore than three decades after the enactment of national fair lending legislation, minority consumers continue to have less-than-equal access to loans at the best prices and on the best terms that their credit history, income, and other individual financial considerations merit."

14. The federal Home Mortgage Disclosure Act ("HMDA") requires mortgage lenders to report information about the home loans they process each year. In 2005, lenders reported information on more than 30 million home loan applications pursuant to HMDA. In 1989, Congress required lenders to begin disclosing information about mortgage borrowers' race and ethnicity. In 2004, concerned with potential racial discrimination in loan pricing, and recognizing that racial or other types of discrimination can occur when loan officers and mortgage brokers have latitude in setting interest rates, the Federal Reserve Board began

1 requiring lenders to also report information concerning rates, points, and fees,
2 charged to borrowers on high-cost loans.

3 15. HMDA data for 2004 reveals profound loan pricing disparities
4 between Hispanic borrowers and non-Hispanic whites even after controlling for
5 borrowers' gender, income, property location, and loan amount. After accounting
6 for those differences in the 2004 HMDA data, Hispanic borrowers were still almost
7 twice as likely to receive a higher-rate home loan as non-Hispanic whites.
8 (<http://www.responsiblelending.org/pdfs/Testimony-Ernst061306.pdf> (last viewed
9 August 14, 2007).) In a speech last year, the Vice-Chairman of the Federal
10 Deposit Insurance Corporation, Martin Gruenberg, discussed the 2004 HMDA data
11 and observed that that data "clearly indicated" that Hispanics are more likely to
12 receive high-cost home loans than are non-Hispanic whites.
13 (<http://www.fdic.gov/news/news/speeches/archives/2006/chairman/spoet1806.html>
14 (last viewed August 15, 2007).)

15 16. Likewise, HMDA data for 2005 shows that "for conventional home-
16 purchase loans, the gross mean incidence of higher-priced lending was 54.7
17 percent for blacks and 17.2 percent for non-Hispanic whites, a difference of 37.5
18 percentage points." *Id.* at A159. The situation is similar for refinancings, where
19 there is a difference of 28.3 percentage points between blacks and non-Hispanic
20 whites. Avery, Brevoort, and Canner, Federal Reserve Bulletin, A124, A159.

21 17. The Association of Community Organizations for Reform Now
22 (ACORN) released a report entitled "The High Cost of Credit: Disparities in High-
23 priced Refinanced Loans to Minority Homeowners in 125 American Cities," dated
24 September 27, 2005, which found that "[i]n every metropolitan area where at least
25 50 refinances were made to African-American homeowners, African-Americans
26 were more likely to receive a high-cost loan than White homeowners."

27 18. Defendant COUNTRYWIDE's lending practices are of a piece with
28 the foregoing history.

1 **II. PAST AS PROLOGUE: DEFENDANT COUNTRYWIDE'S**
2 **DISCRIMINATORY LENDING POLICIES**

3 **A. Defendant Countrywide's Relationships With Its Mortgage**
4 **Brokers And Correspondent Lenders**

5 19. Defendant COUNTRYWIDE represents itself as "America's #1 home
6 lender" as well as "America's #1 Lender to Minorities."
7 <http://about.countrywide.com/about/about.aspx> (last visited September 4, 2007). It
8 originates and funds mortgage loans through loan officers, brokers and through a
9 network of correspondent lenders. On information and belief, the loan officers,
10 mortgage brokers and correspondent lenders that work with COUNTRYWIDE
11 broker and fund loans in collaboration with COUNTRYWIDE, and in
12 conformance with COUNTRYWIDE's credit-pricing policies and procedures.

13 20. COUNTRYWIDE's Consumer Markets Division offers residential
14 mortgages, equity lines and other financial products directly to qualified consumers
15 and to real estate professionals and builders. COUNTRYWIDE's Wholesale
16 Lending Division, "America's Wholesale Lender," provides home loans to
17 consumers whose loans are originated and processed by the 35,000 mortgage
18 brokers who work with COUNTRYWIDE.
19 <http://about.countrywide.com/CFC/mortgagebanking.aspx> (last visited September
20 7, 2007).

21 21. Especially through its Wholesale Lending Division,
22 COUNTRYWIDE has followed – and continues to follow – discretionary loan
23 pricing procedures that cause minority borrowers to purchase loans with
24 prepayment penalties and other unfavorable terms, and to pay subjective fees such
25 as yield spread premiums and other mortgage-related finance charges, at higher
26 rates and than similarly situated non-minority borrowers. Defendant
27 COUNTRYWIDE has intentionally discriminated against Plaintiff and Class
28 Members through these policies and procedures – systematically giving them

1 mortgage loans with less favorable conditions than were given to similarly situated
2 non-minority borrowers. This pattern of discrimination is not the result of random
3 or non-discriminatory factors. Rather, it is a direct result of Defendant
4 COUNTRYWIDE's mortgage lending policies and procedures.

5 22. On information and belief, Defendant COUNTRYWIDE's authorized
6 loan officers, mortgage brokers and correspondent lenders receive part or all of
7 their compensation from Defendant COUNTRYWIDE based on the interest rate
8 and terms, such as late payment penalties and adjustable interest rates, charged to
9 the borrower. Defendant COUNTRYWIDE's in-house loan officers, authorized
10 brokers and correspondent lenders receive more compensation from Defendant
11 COUNTRYWIDE when they steer their clients into COUNTRYWIDE loans with
12 higher interest rates, penalties and fees, and less compensation when they place
13 their clients into COUNTRYWIDE loans with lower interest rates, penalties and
14 fees.

15 23. Defendant COUNTRYWIDE intentionally and actively implements
16 this discriminatory credit-pricing policy in a number of ways, including actively
17 educating its loan officers and brokers about COUNTRYWIDE's credit policies
18 and procedures, offering a biased commission structure, and directing its loan
19 officers and brokers regarding the marketing of COUNTRYWIDE loan products.

20 24. These credit-pricing policies and procedures permit Defendant
21 COUNTRYWIDE's authorized loan officers, mortgage brokers and correspondent
22 lenders subjectively to charge certain loan applicants yield spread premiums and
23 other discretionary charges, including minority loan applicants.

24 25. This pattern of discrimination cannot be justified by business
25 necessity, and could be avoided through the use of alternative policies and
26 procedures that have less discriminatory impact and no less business efficacy.

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1 **B. Defendant COUNTRYWIDE's Discretionary Credit Pricing**
2 **System: Designed to Discriminate**

3 26. Defendant COUNTRYWIDE discriminates through its authorized
4 mortgage brokers. Authorized mortgage brokers act as Defendant
5 COUNTRYWIDE's agents in originating mortgage loans. Authorized mortgage
6 brokers enter into agreements with Defendant COUNTRYWIDE to accept loan
7 applications on behalf of Defendant COUNTRYWIDE; communicate to loan
8 applicants financing terms and rates set by Defendant COUNTRYWIDE; tell loan
9 applicants about Defendant COUNTRYWIDE's various financing options; and
10 ultimately originate mortgage loans funded by Defendant COUNTRYWIDE using
11 Defendant COUNTRYWIDE's forms and in accordance with Defendant
12 COUNTRYWIDE's policies and procedures.

13 27. Likewise with Defendant COUNTRYWIDE's authorized
14 correspondent lenders and loan officers, who also act as Defendant
15 COUNTRYWIDE's agents in originating loans. Correspondent mortgage lenders
16 and loan officers that work with Defendant COUNTRYWIDE make loans in
17 accordance with Defendant COUNTRYWIDE's credit policies and procedures.
18 Defendant COUNTRYWIDE funds correspondent-generated loans before or
19 shortly after they go to closing.

20 28. Defendant COUNTRYWIDE, then, funds loans originated by its loan
21 officers, authorized mortgage brokers and correspondent lenders, sets the terms
22 and conditions of credit on those loans, and shoulders part or all of the risk on such
23 loans. Defendant COUNTRYWIDE actively and intentionally enforces its credit
24 policies through its authorized loan officers, mortgage brokers and correspondent
25 lenders in a variety of ways. Among other things, Defendant COUNTRYWIDE
26 supplies its loan officers, correspondent lenders and mortgage brokers with an
27 array of loan-related forms and agreements, including loan contracts, loan
28 applications, and instructions on completing loan applications and contracts. And,

1 as noted above, COUNTRYWIDE actively trains its authorized brokers to follow
2 COUNTRYWIDE's policies and procedures, and reinforces that training with
3 marketing support.

4 29. Once a loan applicant has provided credit information to Defendant
5 COUNTRYWIDE through a loan officer, mortgage broker or correspondent
6 lender, Defendant COUNTRYWIDE performs an initial objective credit analysis.
7 At that point, Defendant COUNTRYWIDE evaluates numerous risk-related credit
8 variables, including debt-to-income ratios, loan-to-value ratios, credit bureau
9 histories, debt ratios, bankruptcies, automobile repossessions, prior foreclosures,
10 payment histories, credit scores, and the like.

11 30. Defendant COUNTRYWIDE derives a risk-based financing rate from
12 these objective factors, which Defendant COUNTRYWIDE and others in the
13 mortgage industry simply call the "par rate." (Defendant COUNTRYWIDE's
14 brokers and correspondent lenders can also estimate the par rates by referring to an
15 applicant's credit bureau-determined credit score.)

16 31. Although Defendant COUNTRYWIDE's initial analysis applies
17 objective criteria to calculate this risk-related interest rate, Defendant
18 COUNTRYWIDE as a matter of policy and procedure authorizes its loan officers,
19 brokers and correspondent lenders to mark up that rate later, and also impose
20 additional non-risk-based charges including "yield spread" or "broker premiums",
21 and other discretionary fees. Defendant COUNTRYWIDE regularly
22 communicates applicable par rates, authorized yield spread premiums, and other
23 discretionary fees to its loan officers, brokers and correspondent lenders via "rate
24 sheets" and other communications.

25 32. Defendant COUNTRYWIDE gives its loan officers, authorized
26 mortgage brokers and correspondent lenders discretion to impose yield spread
27 premiums and other subjective fees on borrowers. When borrowers pay yield
28 spread premiums, Defendant COUNTRYWIDE shares in additional income

1 generated by the premium because the yield spread premium-affected borrower is
2 locked into a higher interest rate going forward on their COUNTRYWIDE loan
3 than they would be if they had been placed in a par rate loan without a yield spread
4 premium.

5 33. Defendant COUNTRYWIDE's borrowers pay yield spread premiums
6 and other discretionary fees that inflate their finance charges not knowing that a
7 portion of their finance charges are non-risk-related.

8 34. Defendant COUNTRYWIDE's policies and procedures concerning
9 the assessment of yield spread premiums and other discretionary fees cause
10 persons with identical or similar credit scores to pay differing amounts for
11 obtaining credit. Such subjective loan pricing - which by design imposes differing
12 finance charges on persons with the same or similar credit profiles - disparately
13 impacts Defendant COUNTRYWIDE's minority borrowers.

14 35. While Defendant COUNTRYWIDE's use of a common credit policy
15 for all loan applicants might appear to be racially neutral, Defendant
16 COUNTRYWIDE's use of yield spread premiums and other discretionary fees
17 disproportionately and adversely affects minorities (relative to similarly situated
18 non-minorities). Defendant COUNTRYWIDE's credit policy causes minorities to
19 pay disparately more discretionary finance charges than similarly situated non-
20 minorities. As the HMDA data cited herein indicates, minorities are substantially
21 more likely than similarly situated non-minorities to pay such charges.

22 36. Defendant COUNTRYWIDE's credit policy is in fact intentionally
23 discriminatory. As described above, Defendant COUNTRYWIDE's credit pricing
24 policy by design discriminates against minority borrowers and directly causes this
25 disparate impact.

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1 **III. DEFENDANT COUNTRYWIDE IMPOSED DISCRIMINATORY**
2 **FEES ON PLAINTIFFS**

3 37. Defendant COUNTRYWIDE's discriminatory credit pricing policy
4 directly damaged Plaintiff. On or about February 27, 2006, Mr. Garcia obtained
5 \$415,000 in financing from COUNTRYWIDE to purchase a single-family home at
6 10045 Amherst Avenue, Montclair, California. The financing was arranged
7 through Zeferino Parias dba ZF Lending, a Los Angeles-based mortgage firm
8 which, on information and belief, has a "direct lending" relationship with
9 COUNTRYWIDE.

10 38. Mr. Garcia's financing consisted of two loans: a 30-year loan in the
11 principal amount of \$332,000, bearing interest at the rate of 6.55% and secured by
12 a first deed of trust in favor of COUNTRYWIDE, and a 15-year loan in the
13 principal amount of \$83,000, bearing interest at the rate of 9.5% and secured by a
14 second deed of trust in favor of "America's Wholesale Lender." The second
15 mortgage includes a substantial balloon payment and significant prepayment
16 penalties.

17 39. The HUD Settlement Statement issued by the escrow agent and the
18 loan Closing Instructions evidence that Garcia paid the following charges, among
19 others, in connection with the transaction: ZF Lending received an \$8,300 "broker
20 origination fee," a \$1,250 "broker administration fee," and a \$550 "processing fee"
21 from the borrower, as well as a "broker premium" (i.e., a yield spread premium) of
22 \$830 (0.250%) paid by Countrywide. Countrywide also charged Mr. Garcia a
23 \$150 "loan tie in fee" and a \$995 "underwriting fee." On information and belief,
24 all of these fees were assessed pursuant to Defendant COUNTRYWIDE's credit
25 pricing policies.

26 40. ZF Lending and COUNTRYWIDE knew that Plaintiff was a minority
27 borrower because, among other things, Spanish is Mr. Garcia's primary language,
28 and the agent who filled out his application described him as "Latino or Hispanic."

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- broker premiums and other discretionary fees on mortgage loans it funds;
- b. whether Defendant COUNTRYWIDE discriminated against Class Members by charging them higher interest, fees, and costs, than Defendant COUNTRYWIDE charges similarly situated non-minority borrowers;
 - c. whether Defendant COUNTRYWIDE discriminated against Class Members by including prepayment penalties and other unfavorable terms in their loans, which were not generally included in loans to similarly situated non-minority borrowers;
 - d. whether Defendant COUNTRYWIDE's intent in its discriminatory policies and procedures was racially motivated;
 - e. whether Defendant COUNTRYWIDE can articulate any legitimate non-discriminatory reason for its policies and procedures;
 - f. whether Defendant COUNTRYWIDE and its subsidiaries are creditors under the ECOA because, in the ordinary course of business, they participate in the decision of whether or not to extend credit to consumers;
 - g. whether Defendant COUNTRYWIDE's policies and procedures regarding yield spread premiums and other discretionary fees have a disparate impact on minority borrowers;
 - h. whether Defendant COUNTRYWIDE has any business justification for its policies and procedures.
 - i. whether there is a less discriminatory alternative to these policies and procedures;

- 1 j. whether Defendant COUNTRYWIDE devised and deployed a
2 scheme or common course of conduct that acted to deceive
3 Plaintiffs and members of the Class;
4 k. whether the Court can enter declaratory and injunctive relief;
5 and
6 l. the proper measure of disgorgement or monetary relief.

7 47. Plaintiff's claims are typical of the claims of the Class, and do not
8 conflict with the interests of any other members of the Class in that both Plaintiff,
9 and the other members of the Class, were subjected to the same yield spread
10 premiums and other discretionary fees that have disproportionately affected
11 minority borrowers.

12 48. Plaintiff will fairly and adequately represent the interests of the Class.
13 Plaintiff is committed to vigorous prosecution of the Class's claims, and he has
14 retained attorneys who have extensive experience in consumer protection and
15 credit discrimination actions and in class actions.

16 49. Defendant COUNTRYWIDE has acted or refused to act on grounds
17 generally applicable to the Class, thereby making appropriate final injunctive relief
18 or corresponding declaratory relief with respect to the class as a whole.

19 50. A class action is superior to other methods for the speedy and efficient
20 adjudication of this controversy. A class action regarding the issues in this case
21 does not create any problems of manageability.

22 **ACCRUAL, FRAUDULENT CONCEALMENT, CONTINUING**
23 **VIOLATION, AND EQUITABLE TOLLING**

24 51. Plaintiff and Class Members did not know, and could not reasonably
25 have known, that they would receive from Defendant COUNTRYWIDE mortgage
26 loans with worse terms and higher costs and fees than non-minorities. Their
27 claims did not accrue until shortly before the filing of this action.

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1 52. Defendant COUNTRYWIDE's discriminatory conduct was inherently
2 self-concealing. Defendant COUNTRYWIDE knew that Plaintiff and Class
3 Members could not determine the relationship between the terms, fees, and costs of
4 their loans to those available to non-minorities, or to the services that
5 COUNTRYWIDE and its contracted mortgage brokers provided. Defendant
6 COUNTRYWIDE has superior knowledge about the terms, fees, and costs of its
7 loans, and knew that the terms, fees and costs provided to minorities, unbeknownst
8 to them, were substantially worse than the loans provided to non-minorities.

9 53. Defendant COUNTRYWIDE has not released or provided
10 information about its discrimination against Plaintiff and Class Members, and has
11 actively and fraudulently concealed its discriminatory practices.

12 54. As a result of the foregoing, Plaintiff and Class Members in the
13 exercise of due diligence could not have reasonably discovered the discriminatory
14 practices, and did not do so until just recently. For the reasons alleged above, the
15 members of the Class still do not know that they have been and continue to be
16 injured by Defendant COUNTRYWIDE's discriminatory conduct.

17 55. Defendant COUNTRYWIDE's discriminatory conduct is continuing
18 in nature, and Defendant COUNTRYWIDE has committed discriminatory acts
19 throughout the limitations period. Class members whose loans include higher
20 interest rates due to COUNTRYWIDE's discrimination continue to be harmed
21 every time an interest payment becomes due on such loans. Other Class members
22 have contracted with COUNTRYWIDE, and been subject to the identical
23 discriminatory practices, within the applicable period of limitations.

24 56. There is a substantial nexus between the acts of discrimination
25 occurring within the limitation periods prior to filing suit, and the acts of
26 discrimination before that time. The acts involve the same type of discrimination
27 and are recurring, not isolated events.

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1 than were charged to similarly situated non-minority borrowers, and imposing
2 higher and less favorable prepayment and other penalties on them than were
3 imposed on similarly situated non-minority borrowers.

4 68. Defendant COUNTRYWIDE unlawfully discriminated against
5 Plaintiff and Class Members in (i) formation of contracts, (ii) making,
6 performance, modification, and termination of contracts, (iii) the enjoyment of all
7 benefits, privileges, terms and conditions of the contractual relationship, and/or (iv)
8 conduct that interferes with the right to establish and enforce contract obligations.

9 69. Defendant COUNTRYWIDE's actions violate 42 U.S.C. § 1981, as
10 well as the rights of Plaintiff and the Class under the Fifth, Thirteenth, and
11 Fourteenth Amendments to the Constitution of the United States.

12 70. Plaintiff and Class Members are entitled to injunctive and declaratory
13 relief and damages, or make whole equitable relief as a result of Defendant
14 COUNTRYWIDE's discriminatory conduct.

15 71. At no time has Defendant COUNTRYWIDE undertaken corrective
16 action to ameliorate its racially discriminatory practices. Defendant
17 COUNTRYWIDE continues to reap the profits of its discriminatory practices and
18 continues to discriminate. Defendant COUNTRYWIDE's conduct as alleged
19 herein was intentional, willful, wanton, reckless, malicious, outrageous, or
20 otherwise aggravated beyond mere negligence. Defendant COUNTRYWIDE has
21 acted with malice and reckless indifference to the federally protected rights of
22 Plaintiff and members of the Class. As a result, Plaintiff and members of the Class
23 are entitled to punitive damages.

24 **COUNT III**

25 **RACIAL DISCRIMINATION**

26 **(42 U.S.C. § 1982)**

27 72. Plaintiff repeats, re-alleges, and incorporates the allegations contained
28 in paragraphs 1 through 58 above as if fully set forth herein.

1 78. Mortgage lending and the providing of residential mortgage loans is a
2 "residential real estate-related transaction" within the meaning of the FHA. 42
3 U.S.C. § 3605(b).

4 79. By imposing higher interest rates and other discretionary fees and less
5 favorable terms on residential mortgage loans to Plaintiff and Class Members than
6 it imposed on non-minority mortgage borrowers, Defendant COUNTRYWIDE has
7 discriminated against Plaintiff and members of the Class concerning their ability to
8 participate in real estate-related transactions, and in the terms and conditions of
9 such transactions, in violation of the FHA. 42 U.S.C. § 3605(a).

10 80. In addition, Defendant COUNTRYWIDE's pricing policies and
11 procedures (including yield spread premiums), which provide financial incentives
12 to its mortgage brokers and correspondent lenders to make subjective decisions to
13 increase interest rates and charge additional fees and costs, had a disparate impact
14 upon Plaintiffs and Class Members.

15 81. As a proximate result of Defendant COUNTRYWIDE's violation of
16 42 U.S.C. § 3605, Plaintiff and members of the Class have been injured and are
17 entitled to injunctive and declaratory relief and damages, or make whole equitable
18 relief.

19 82. In addition, Defendant COUNTRYWIDE's conduct as alleged herein
20 was intentional, willful, wanton, reckless, malicious, outrageous, or otherwise
21 aggravated beyond mere negligence. Defendant COUNTRYWIDE acted with
22 malice and reckless indifference to the federally protected rights of Plaintiff and
23 members of the Class. As a result, Plaintiffs and members of the Class are entitled
24 to punitive damages.

25 83. Moreover, Defendant COUNTRYWIDE continues to discriminate in
26 violation of the FHA against members of the Class every time Defendant
27 COUNTRYWIDE provides a home mortgage loan as described herein. If not
28 enjoined from such violation by the Court, Defendant COUNTRYWIDE will

1 continue to engage in conduct that disregards the rights of Plaintiff and members of
2 the Class, and cause Plaintiff and members of the Class irreparable injury for
3 which there is no adequate remedy at law. 42 U.S.C. § 3613(c).

4 84. Plaintiff and members of the Class ask this Court to declare the rights
5 of the parties herein regarding Defendant COUNTRY WIDE's obligation to
6 participate in credit transactions without discriminating against applicants for
7 credit on the basis of the applicants' race.

8 **PRAYER FOR RELIEF**

9 WHEREFORE PREMISES CONSIDERED, Plaintiff requests the following
10 relief:

11 A. An order determining that the action is a proper class action pursuant
12 to Rule 23 of the Federal Rules of Civil Procedure;

13 B. A judgment awarding Plaintiff and Class Members costs and
14 disbursements incurred in connection with this action, including reasonable
15 attorneys' fees, expert witness fees and other costs;

16 C. A judgment granting extraordinary equitable and/or injunctive relief
17 as permitted by law or equity, including rescission, restitution, reformation,
18 attaching, impounding, or imposing a constructive trust upon, or otherwise
19 restricting, the proceeds of Defendant's ill-gotten funds to ensure that Plaintiff and
20 Class Members have an effective remedy;

21 D. A judgment awarding Plaintiff and Class Members compensatory
22 damages according to proof;

23 E. A judgment awarding punitive damages to Plaintiff and Class
24 Members;

25 F. A judgment granting declaratory and injunctive relief and all relief
26 that flows from such injunctive and declaratory relief; and
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1 G. A judgment or other order granting such other and further relief as the
2 Court deems just and proper including, but not limited to, recessionary relief and
3 reformation.

4 DATED this 17 day of September, 2007.

5 BONNETT, FAIRBOURN,
6 FRIEDMAN, & BALINT, P.C.

7 CHAVEZ & GERTLER, L.L.P.
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10 By: Nance F. Becker
11 Nance F. Becker

12 Attorneys for Plaintiff
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JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury on all issues so triable.

DATED this 14th day of September, 2007.

BONNETT, FAIRBOURN,
FRIEDMAN, & BALINT, P.C.

CHAVEZ & GERTLER, L.L.P.

By: Nance F. Becker
Nance F. Becker

Attorneys for Plaintiff